

REQUEST FOR PROPOSAL



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: August 26, 2004

RFP Title: **Seasonal Campaign – Northwest Natural Yard Days Marketing**

Requesting Dept./ Div.: **Dept. of Natural Resources & Parks – Solid Waste Division**

RFP Number: **149-04CMB**

Due Date: **September 21, 2004 – no later than 2:00 P.M.**

Buyer: **Cathy M. Betts, cathy.betts@metrokc.gov, (206) 263-4267**

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Thursday, September 9, 2004**, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

| | | |
|--------------|-----------------------------------|---------------------|
| Company Name | | |
| Address | | City/State/Zip Code |
| Signature | Authorized Representative / Title | |
| E-mail | Phone | Fax |

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding the *Seasonal Campaign – Northwest Natural Yard Days Marketing* for the *King County Department of Natural Resources & Parks – Solid Waste Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *four (4) copies* of the proposal response, data or attachments offered, for *five (5) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Thursday, September 9, 2004, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

http://www.metrokc.gov/finance/procurement/find_us.asp

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Thursday, September 9, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer cathy.betts@metrokc.gov / *Secondary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Natural Resources & Parks, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staff are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

or Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. More information regarding Time of Performance and price increases is included in Section II, Part 4.

In the event that the County does not invoke the contract pricing elements contained in Section II, Part 4 "Time of Performance", it is the County's standard policy that prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer

published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Natural Resources & Parks, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

| Contact Name | Title | Phone | E-mail address |
|--------------|-------|-------|----------------|
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- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets

as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

| Type of exemption | Beginning Page / Location | Ending Page / Location |
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- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 – PROJECT SUMMARY

The King County Solid Waste Division requests proposals from a consulting firm or team of firms qualified in the fields of event management, marketing, advertising and public relations. The consulting firm shall assist the King County Solid Waste Division in projects that provide programs to residents related to natural yard care. The consultant shall perform the following tasks under this contract (examples given within tasks are suggestions; the consultant is not limited to them):

- Conduct the Northwest Natural Yard Days Seasonal Retail Programs
- Manage compost bin sales program
- Coordinate with Natural Yard Care Educators

PART 2 - BACKGROUND

As a guiding long-term principle, the Solid Waste Division has committed to **Zero Waste of Resources 2030**. This means that materials that have value should not be disposed, but rather reused or recycled. An estimated 58% of the waste materials disposed at transfer stations have economic value, with recycling markets and infrastructure in place. Zero Waste does not mean zero garbage, but rather what is disposed is waste and truly has no other value.

Waste reduction and recycling programs are key components of King County's Solid Waste Management Plan. Such programs divert materials from the solid waste system, help protect the environment and conserve natural resources. Yard waste is a Target Waste and yard care is a Core Program of Zero Waste of Resources by 2030.

In past years, the Solid Waste Division has worked in partnership with cities, other counties, agencies, media organizations, retailers and manufacturers to achieve its goals. The Solid Waste Division has established successful relationships with Snohomish and Thurston Counties, Puget Sound Clean Air, Seattle Public Utilities, and businesses such as Home Depot, Lowe's, Swanson's and Ace Hardware. Continuing a regional focus and partnerships is an important element in this contract.

PART 3 – SCOPE OF WORK

Task 1 – Conduct Northwest Natural Yard Days Retail Program.

A regional partnership program was begun in 1997 (Get Mower for Less) and initially promoted the sale of electric mulching mowers and hand reel mowers to Puget Sound residents, along with a collection program for old gas mowers.

The program now encompasses a minimum of two seasonal retail campaigns to sell discounted natural yard care products such as, but not limited to, electric mulch and hand reel lawn mowers, soaker hoses, water timers, compost and organic fertilizer. Selected tools complement the five steps to natural yard care that the county and other agencies promote:

- Build healthy soil with compost and mulch
- Plant right for your site
- Practice smart watering
- Think twice before using pesticides
- Practice natural lawn care

The selected consultant will coordinate the Northwest Natural Yard Days retail campaigns with King County and its regional partners. In 2005 the campaigns will provide incentives for homeowners to purchase natural yard care products at retail during a minimum of two and no more than three separate “windows of opportunity.” This will be accomplished through discounted sales of environmentally preferred products, regional advertising and a media campaign. The consultant will coordinate the retail campaign with selected education providers such as, but not limited to, the Natural Lawn and Garden Hotline, Master Recycler Composters, Green Gardening program, the Natural Yard Care Neighborhood program and WSU Extension Master Gardeners.

The “Get Mower for Less” programs of 1995 to 2000 set the standard for this project, followed by the first all-retail Northwest Natural Yard Days program in 2003. For 2005, the program will continue toward market transformation through 1) partnerships with local retailers and 2) coordination with agencies, cities and counties outside of King County, and throughout the Puget Sound region. Agencies and organizations outside of King County may contribute funding to the campaign separately from this contract.

A. Goals:

1. Divert yard waste (especially grass clippings) from curbside pick-up through the increased purchase of electric mulching and hand reel mowers at retail.
2. Encourage improved soil through the increased purchase of compost and other products.
3. Reduce purchase of pesticides by providing alternative products and/or practices. (In coordination with education component).

B. Deliverables

1. Regional Participation – Coordinate with King County staff and planning committee to identify and form a regional team that can support the program. In past years, Thurston, Pierce and Snohomish counties participated. Individual cities and agencies also joined.
2. Retail Participation – Recruit retail partners for the campaigns for which meet the criteria. The consultant will build on the success of prior participation by retail stores in past years. The consultant will provide a spreadsheet of participants and products for each campaign.
3. Products – Coordinate with the committee and retailers to determine the natural yard care products and the criteria for their selection. For each product a retailer carries, if the product meets our criteria, the retailer will offer a discount on that product. In the recent past, eight products were offered at a spring event. In 2004, a fall event offered organic fertilizer and bagged compost.
4. Retail Execution – Assist retailers in King County in carrying out the individual campaigns, and, as appropriate, coordinate with partnering organizations outside of King County to expedite theirs. For King County and its cities, this will include set up and monitoring store displays, placing Point of Purchase materials, assisting with inventory management to prevent product outages, and providing general support of the program. A schedule of store visits will be tracked and monitored.
5. Media Outreach – Coordinate with King County and other partner agency public relations staff to design and execute strong media events to drive consumers to the retail campaigns. In addition to the financial incentive, messages will focus on the importance of the Five Steps of Natural Yard Care.
6. Advertising – Design an advertising process using the name recognition of Northwest Natural Yard Days and the Five Steps of Natural Yard Care. Coordinate with King County graphics designer to produce advertising materials. Develop and implement a co-op advertising program for retail participants.
7. Evaluation - Conduct an evaluation of retail sales following each program that includes strengths and weaknesses of the program with recommendations.
8. Final program report - Complete a final report for each program.

Task 2 – Manage Compost bin sales

In past years the county has had various programs to provide low cost compost bins to county residents: event sales, retail sales and on the Internet. In 2004, King County implemented an on-line purchase program for compost bins through <http://www.composters.com/>. Five subsidized bins currently are available through the on-line sale.

The consultant will continue management of this program in 2005 unless it is determined by the county that it should be discontinued.

A. Deliverables:

1. Maintain contact with composters.com and manage day-to-day needs of the program.
2. Provide a written one-page quarterly report to the county on bin sales and rebates provided. Report should include type of bin sold, rebate tendered, with name and address of purchaser.
3. In coordination with King County graphics and public relations staff, design and implement an appropriate advertising and marketing plan for the bins.
4. Identify and coordinate with other county organics programs to promote the on-line sale. (E.G. Natural Yard Care Neighborhood Program, Northwest Natural Yard Days, Local Hazardous Waste Management Program in King County (LHWMP), Green Gardening program)
5. The consultant will research and report on options for increasing the number of compost bins sold to county residents.
6. The consultant will analyze the program after 12 months and make recommendations for continuing or ending the program.

Task 3 – Coordinate With Natural Yard Care Educators

In past years the Northwest Natural Yard Days program combined yard care education and sales of environmentally preferred yard care tools. For this contract, the consultant will coordinate closely with those managing the education contract to leverage staff and outreach, and avoid duplication of effort.

A. Deliverables:

1. Maintain contact with natural yard care educators, in particular with the education program consultants, but also with the natural neighborhood program and others as identified.
2. Coordinate a strong retail program in partnership with the education program consultants.

PART 4 – TIME OF PERFORMANCE

The initial contract will run from November 1, 2004 through December 31, 2005. As noted in Section I, if a contract is awarded based on this RFP, it may contain the following provision: The contract period may be extended in one (1) year increments for two (2) additional one-year periods in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions may be allowed after the initial contract period. The annual increases or decreases shall be negotiated at the start of the contract. Annual increases shall not exceed 4%. Any agreed-to changes for annual increases or decreases shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes. King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If prior acceptance of the higher price has not been done by King County, the invoice may be rejected and returned to the Contractor for a correct invoice.

PART 5 - BUDGET

King County's budget for this Scope of Work is \$32,000 for 2004 and, dependent on council approval, \$248,666 for 2005. Participating suburban cities, adjacent counties and cities, and local agencies may provide additional funding.

A. Contract Fund Availability

Full funding for this project is contingent on final approval of the 2005 Budget by the King County Council.

PART 6 - QUALIFICATIONS

The consultant team shall have experience and expertise in the areas of marketing, advertising, public relations and retail/manufacturer relations. The consulting team shall have strong experience in designing public/private partnerships, particularly in negotiating agreements with retailers, manufacturers and the media. The team must also have expertise in targeting campaigns to appropriate audiences and the ability to follow program implementation throughout all campaigns,

PART 7 – PROPOSAL FORMAT AND MAXIMUM LENGTH

Limit the responding proposal to no more than 20 pages of text (ten double-sided pages) printed on recycled paper in 11-point font or larger. The cover letter, table of contents, organizational charts, resumes and appendices are not included in the 20-page limit. It is preferred that both the original and copies of the proposal **not** be bound and have **no hard or plastic covers**. Binder clips are acceptable. Assemble the proposal in this order:

- A. This RFP document and any Addendum that may be issued, signed as appropriate.
- B. A cover letter that includes a contact name with phone number and e-mail address.
- C. Table of Contents, including appendices.
- D. Description of Proposed Project Team and Management Approach.

Describe the structure of your proposed project team. Include an organizational chart and list the principal officers of the prime consultant and any sub consultants, the project manager and task leaders. Provide project team resumes as well as one or two paragraphs on each team member that describes responsibilities and experience in terms of their contribution to this project. Limit resumes to one page and list professional experience in chronological order with dates included. Include the same information for any proposed subcontractors.

Describe how you will manage the contract to ensure that the work is performed effectively, on time, and within budget. Include the methods you plan to use.

E. Description of Related Experience.

Describe projects that your consultant group has undertaken to provide incentives to consumers to purchase and use an environmentally preferable product. How were results measured? Use projects that pertain to environmental issues, if possible. For each project include the following:

1. Name of client, name of project manager, phone number, start date and completion date and project budget. List the personnel in your company that were included on the team, their title and description of the work they did, and whether they were prime consultants or subcontractors,
2. A brief description of the project, its objectives, and a description of the incentive strategy.
3. Include a sample of past materials developed by personnel proposed to work on *this* contract. Label these materials with project title, client name, and team member who did the work.
4. Describe how the results were evaluated to determine its effectiveness in meeting the project objectives. List goals achieved and lessons learned.

Describe how you will manage the contract to ensure that the work is performed effectively, on time, and within budget. Include the methods you plan to use to ensure:

1. Countywide outreach.
2. Effective and appropriate educational support materials,
3. Coordination of the various messages (RES, water quality, habitat, resource conservation) promoted by the King County Department of Natural Resources and Parks.

F. Approach to the Scope of Work.

Provide your vision for an effective incentive program to further the goals of natural yard care in King County. Address the following:

1. Describe your vision of the 2005 program and your approach for each of the tasks (retail promotion and compost bin promotion and coordination with education consultants).
2. Discuss the methods you would use to obtain support from other agencies and non-profit or volunteer programs to achieve an effective program with limited funds.
3. Describe how the 2005 program might continue each year, building on the success and track record of past programs and the 2005 program.
4. Include a timeline for each task, taking into consideration that some tasks must coordinate with other county programs, and that volunteer and agency support staff may be needed. Include recommendations beyond 2005.
5. Provide a detailed cost estimate showing the number of hours and hourly rates for each task and each team member per task, and costs for materials and other support collateral.

G. Reference: <http://dnr.metrokc.gov/swd/resrecy/events/naturalyard.asp>

PART 8 – CONSULTANT SELECTION PROCESS

A. General Approach

Proposals will be rated according to the criteria below. If this results in a short list of highest-ranked firms, those firms may be asked to provide additional information in an oral presentation. The King County Solid Waste Division reserves the right to conduct oral interviews in addition to the written evaluations. The selected firm will be the highest ranked firm based on the combined total of the written evaluation criteria and interview, if conducted. The Solid Waste Division reserves the right to award no contract under this RFP, and to reduce or increase the dollar amounts allocated to each task.

B. Selection Panel

The selection panel will include members of the Solid Waste Division and other individuals at the discretion of the Division. The panel will rate the applicants and recommend selection for the Solid Waste Division Director's approval based on the ratings from the written proposals, work samples/references, and any interviews.

C. Selection Schedule – some dates are approximate and subject to change.

| | |
|------------------------------------|--------------------|
| RFP Issued | August 26, 2004 |
| Pre-proposal Meeting, 10 a.m. | September 9, 2004 |
| Written Questions Due | September 9, 2004 |
| Addendum Issued if Needed | September 14, 2004 |
| Proposals Due, no later than 2 p.m | September 21, 2004 |

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|------------------------------|-------------------------|
| Evaluation Process | September 22-20, 2004 |
| Select and Notify Short List | September 30, 2004 |
| Interviews, if needed | Week of October 1, 2004 |
| Final Selection | October 8, 2004 |
| Contract Negotiated | October 15, 2004 |
| Contract Signed | November 1, 2004 |
| Begin Project Implementation | November 15, 2004 |

D. Evaluation Criteria

1. Written Evaluation of Proposals.

Each proposal will be evaluated and given a score based upon the quality of response to each of the following topic areas.

| | |
|---|----|
| Qualifications and Relevant Experience Experience managing large events and projects that include incentives, a mixed range of participants, both agency, manufacturers and businesses Knowledge of various aspects retail and on line marketing Knowledge of natural yard care principles, yard waste reduction, composting, resource conservation, sustainability and other environmental concerns | 10 |
| | 5 |
| | 10 |
| Approach to Scope of Work Creativity in approach to continuing programs that have a history of some length. Demonstrated understanding of program goals, target audiences and the responsibilities of the consultant team. Demonstrated knowledge of methods of environmental marketing, ability to build on the current program's successes, and knowledge of community resources for volunteer and agency support. Inclusion of measurements for success or effectiveness. Evaluation strategies match audience type and program goals. Evaluation of project tasks shall be feasible, practical, and easy to implement, and measures changes in behavior and awareness. Stated goals and a performance measure for each shall be present in the evaluation tool. | 10 |
| | 15 |
| | 10 |
| Organization and Management Approach Completeness of the proposal in response to the RFP Team composition, the skills of each team member and the appropriateness of the team related to the scope of work. Demonstrated experience of organization to ensure efficient and effective delivery of work products. Demonstrated understanding of the client/agency relationship. | 5 |
| | 5 |
| | 5 |
| | 5 |
| Proposed Budget and Pricing Structure Proposals will be rated on the clarity and completeness of their pricing structure and fees and value provided to King County relative to other proposals and similar work done for King County. Consultant charges and invoicing policies must follow King County guidelines. | 20 |

Total possible points from written proposal

100

2. Oral Interviews (optional)

In an award is not made based on the written evaluations alone, Interviews may be conducted with the top-rated proposers. If interviews are held, they will be scored on the following criteria:

| | |
|---|----|
| Creative Approach | |
| Innovation and creativity in fresh approaches to programs | 10 |
| Ability to show how proposal fits target audience | 10 |
| Proposed marketing strategies | 10 |
| General Presentation | |
| Ability to respond to questions | 10 |
| Level of knowledge about the topic and completeness of response | 10 |
| Subject expertise with regard to teaching methods for adult education | |

Total points from oral presentation 50

Total possible points overall: 150

Final award would then be based on the overall score of the written evaluations and oral interviews.

PART 9 – CONTRACT TERMS

A. Labor Category billing rates.

King County Solid Waste, Recycling and Environmental Services (RES), adopted an (optional) annually determined labor category rate method of billing for consultants. The labor category rates are for one calendar year for all Solid Waste contracts held by the consultant: Contracts initiated during that year, and amendments to any contract in that year.

The labor category rate for the following year (if a contract is extended) will be negotiated in November - December and will apply to all amendments to contracts held by the consultant and to any newly initiated contracts with that consultant in the next year.

1. Consultants that select the labor category billing method will present their annual rate proposal by the end of the first week in November.
2. Annual increases to the contract will be allowed based on the prior year's consumer price index or producer price index plus no more than 2%, and profit shall not exceed 10% for any year.
3. Employees may be granted a raise to a higher category January 1st of each year.

B. Direct Salary, Overhead, and Profit billing rates.

- Profit for the consultant is based on cost-plus-percent-of-cost and ranges between 8% to 10%. Final profit is based upon negotiation with project manager and considers the degree of risk and difficulty of the project.
- Labor rate adjustments are limited to once a year.

- A 5% limit on overhead rate increases for the duration of the contract applies to prime and sub-consultants.
 - Fully loaded billing rates may be used based upon the amounts agreed upon in B. 1-3.
- C. Annual increases to billing rates (applies to small firms with no accounting system in place which identifies direct and indirect costs separately) are limited to the consumer or producer price index for the prior year plus 2%.
- D. It is the King County Solid Waste Division's policy that Consultants shall not markup Sub-consultant costs and Other Direct Costs (ODCs).

PART 10 – ADDITIONAL INFORMATION AND REQUIREMENTS

A. Price/Cost

Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract. To assist in the negotiations, the County will prepare a draft contract for review by the selected firm.

As a part of the negotiation process, the Consultant may be requested to submit current cost and pricing data unless the County, in its sole determination, has sufficient information to determine price reasonableness or cost realism. The submittal of cost and pricing data the County may request will consist of support documentation for proposed cost elements which may include but is not limited to audited reports, indirect cost rate information, payroll register records, and billing statements.

The County may request specific details/elements of costs (e.g. overhead, direct labor, other direct costs, and fee) in a fee proposal to be prepared by the Consultant. King County will direct the Consultant as to the appropriate format by which the details/element costs will be presented. Once the fee proposal is approved by King County, it shall be made an attachment to the contract and incorporated therein.

King County Solid Waste Division policy states that Consultants shall not markup Sub consultant costs and Other Direct Costs (ODCs)

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental,

or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.

- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupational qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
 4. Domestic Partner Benefits Declaration Form.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the

Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs

and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Automobile Liability with a limit of \$1,000,000.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;

- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/finance/procurement/equalbenefits.asp>.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

- 1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any

personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.

2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

F. Labor Harmony Clause

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish, labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS

The following completed forms will be required from the selected contractor, prior to contract award:


- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)

- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Domestic Partner Benefits Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Four (4) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

| URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately | |
|--|--|
|  King County | King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598 |
| Bid No. | RFP 149-04CMB |
| Bid Title | Seasonal Campaign – Northwest Natural Yard Days Marketing |
| Due Date | |
| Vendor | |